

RECORDING REQUESTED BY

10/08/2013 08:33AM

Receipt#: 1297574

Page 1 of 6

Rec Fee: \$198.00

Strategic Diversified Real Estate Holdings, LLC

Commissioner of Records

Doc Code: A

Attn: Julie Gaiser-Levy

State RTT: Local RTT:

751 E. Daily Dr., #116

Camarillo, CA 93010

AND WHEN RECORDED MAIL TO

Strategic Diversified Real Estate Holdings, LLC

Attn: Julie Gaiser-Levy

751 E. Daily Dr., #116

Camarillo, CA 93010

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION

TITLE OF DOCUMENT:

**Assignment of Mortgage/Deed of Trust, Security Agreement,
Assignment of Leases and Rents and Fixture Filing and Other Loan
Documents**

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Strategic Diversified Real Estate Holdings, LLC
Attn: Julie Gaiser-Levy
751 E. Daily Dr., #116
Camarillo, CA 93010

AND WHEN RECORDED MAIL TO

Strategic Diversified Real Estate Holdings, LLC
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**Assignment of Mortgage/Deed of Trust, Security Agreement,
Assignment of Leases and Rents and Fixture Filing and Other Loan
Documents**

ASSIGNMENT OF MORTGAGE/DEED OF TRUST/DEED TO SECURE DEBT, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING AND OTHER LOAN DOCUMENTS

THIS ASSIGNMENT OF DEED TO SECURE DEBT, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND OTHER LOAN DOCUMENTS (the "Assignment") is made by STABILIS FUND II, LLC, ("Assignor"), to and in favor of STRATEGIC DIVERSIFIED REAL ESTATE HOLDINGS, LLC ("Assignee"), whose mailing address is 751 E. Daily Drive, Suite 116, Camarillo, CA 93010.

RECITALS:

A. Assignor is the owner and holder of that certain loan (the "Loan") evidenced by that certain Promissory Note (the "Note") payable to Assignor and delivered by Louis Stevens (the "Borrower") which Promissory Notes are secured by that certain deed to secure debt (the "Security Deed") recorded in the City of Philadelphia records, and other documents and instruments, all of which may have been subsequently modified or amended all as more particularly described on Schedule "A" attached hereto (the "Schedule") and by this reference made a part hereof.

B. The Note and the Security Deed, and any other documents evidencing and securing the Loan are hereinafter collectively referred to as the "Loan Documents".

AGREEMENT:

NOW, THEREFORE, for and in consideration of ten dollars (\$10.00), the covenants herein set forth, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Assignor SELLS, ASSIGNS, ENDORSES, TRANSFERS, GRANTS, CONVEYS, and QUITCLAIMS unto Assignee all of the Assignor's right, title, interest and benefit to, in and under the Loan Documents and the sums payable thereunder, with interest from the Effective Date of this Assignment without representations or warranties, express or implied.

TO HAVE AND TO HOLD the same together with all rights, titles, interests, privileges, claims, demands and equities existing and to exist in connection therewith unto Assignee, its successors and assigns forever.

Assignor expressly waives and releases in favor of Assignee any and all rights that Assignor may now have or hereinafter have to establish or enforce any lien or security interest, if any, securing payment of the indebtedness arising pursuant to the Loan.

Assignor directs that all payments due under the Loan Documents subsequent to the Effective Date be made directly to Assignee.

Except as otherwise specifically stated in this Assignment, Assignor specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future with respect to the Loan Documents, including, without limitation, (i) the validity, existence, or priority of any lien or security interest securing the Loans; (ii) the existence or basis for any claim, counterclaim, defense or offset relating to the Loans; (iii) the financial condition of Borrower; (iv) the compliance of the Loan with any laws, ordinances or regulations of any government or other body; (v) the condition of any collateral securing the Loan; (vi) the general assignability of the Loan Documents, and (vii) the future performance of the Borrower, the collateral or any guarantor of the Loan Documents. Assignee acknowledges and represents to Assignor that having been given the opportunity to undertake its own investigation of the Loan Documents, Assignee is relying solely on its own investigation of the Note and Security Deed and not any information provided or to be provided by Assignor. The sale of the Loan Documents as provided for herein is made on an "AS IS", "WHERE IS" basis, with all faults,

and Assignee, by acceptance of this Assignment, expressly acknowledges that ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW RELATING TO THE LOAN DOCUMENTS, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, except as specifically set forth in that certain Loan Sale Agreement, dated as of September 11, 2013, by and between Assignor and Assignee. Notwithstanding anything to the contrary in the foregoing, Assignor represents and warrants to Assignee that Assignor is the holder of the Note and Security Deed and has the right to assign same to Assignee.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement. Any signature page of this Agreement may be detached from any counterpart of this Agreement and reattached to any other counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

IN WITNESS WHEREOF, Assignor and Assignee have set their hands and affixed their seals to this Assignment effective as of the 25th day of September, 2013 (the "Effective Date").

Signed, sealed and delivered
In the presence of:

Witness

Notary Public

My commission expires: 10/15/16

[NOTARY SEAL]

KRISTINE MARIE GALLARDO
Notary Public - State of New York
NO. 01GA6270429
Qualified in New York County
My Commission Expires 10/15/16

Signed, sealed and delivered
In the presence of:

Witness

Notary Public

My commission expires: 10/15/16

[NOTARY SEAL]

ASSIGNOR:

SELLER: Stabilis Fund II, LLC

By: Stabilis General Partner, LLC
Its: Managing Member

By:

Name: Joseph J. Tusso
Its: Authorized Signatory

ASSIGNEE:

By: STRATEGIC Diversified RE. Holdings LLC
Name: JULIE LEVY
Title: PRESIDENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CA

COUNTY OF VENTURA

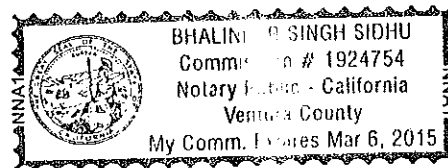
}
} S.S.
}

On SEPT 30, 2013, before me, BHALINDER SINGH SIDHU, Notary Public
personally appeared JULIE LEVY
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/~~she~~ they executed the same in his/~~her~~ their authorized capacity(ies), and that by
his/~~her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CA that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

Signature [Signature] 9/30/13 (Seal)



OPTIONAL

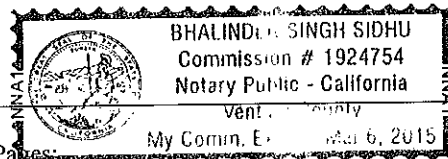
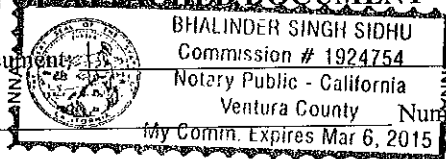
*Though the information below is not required by law, it may prove valuable to persons relying
on the document and could prevent fraudulent removal and reattachment of this form to another document.*

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: _____

Document Date: _____

Signer(s) other than named above _____



CAPACITY(IES) CLAIMED BY SIGNER(S)

☐ INDIVIDUAL

☐ CORPORATE OFFICER(S)

TITLE(S) _____

☐ PARTNER(S)- ☐ LIMITED
☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN OR CONSERVATOR

☐ OTHER _____

Right Thumbprint Of Signer
Top of thumb here

☐ INDIVIDUAL

☐ CORPORATE OFFICER(S)

TITLE(S) _____

☐ PARTNER(S)- ☐ LIMITED
☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN OR CONSERVATOR

☐ OTHER _____

Right Thumbprint of Signer
Top of thumb here

SIGNER IS REPRESENTING:

SCHEDULE "A"

Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing, dated September 21, 2007 executed and delivered by Louis Stevens and recorded with the Commissioner of Records of the City of Philadelphia, PA as Document ID # 51811903, , as assigned by that certain Assignment of Mortgage, Agreement, Assignment of Leases and Rents and Fixture Filing, dated April 19, 2011, by U.S. BANK NATIONAL ASSOCIATION, TRUSTEE OF THE WAMU 2007 MF-1 TRUST, in favor of JPMORGAN CHASE BANK, N.A., recorded with the Commissioner of Records of the City of Philadelphia, PA as Document ID # 52341520, as assigned by that certain Assignment of Mortgage, dated December 22, 2011, by JPMORGAN CHASE BANK, N.A., in favor of STABILIS FUND II, LLC, recorded with the Commissioner of Records of the City of Philadelphia, PA as Document ID # 52446758.

Promissory Note dated September 21, 2007, in the original principal amount of \$375,000.00 in favor of WASHINGTON MUTUAL BANK, executed and delivered by Louis Stevens, as endorsed by Allonge by FEDERAL DEPOSIT INSURANCE CORPORATION as Receiver for Washington Mutual Bank, formerly known as Washington Mutual Bank, FA, in favor of U.S. BANK NATIONAL ASSOCIATED TRUSTEE OF THE WAMU 2007 MF-1 TRUST, as further evidenced by Allonge by U.S. BANK NATIONAL ASSOCIATED TRUSTEE OF THE WAMU 2007 MF-1 TRUST to JPMorgan Chase Bank, NA, as further evidenced by Allonge dated December 22, 2011, by JPMorgan Chase Bank, NA to Stabilis Fund II, LLC.

Addendum to Promissory Note (for Loan No. 770149177) executed and delivered by Louis Stevens.

PROPERTY DESCRIPTION

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected. SITUATE on the Northerly side of Ruscomb Street and Easterly side of Fairhill Street in the 49th Ward of the City of Philadelphia.

CONTAINING in front or breadth on the said Ruscomb Street 40 feet and extending of that width in length or depth Northwardly along the Easterly side of said Fairhill Street 72 feet to a certain 3 feet wide alley leading in to said Fairhill Street.

BEING known as 511 West Ruscomb Street Philadelphia, PA 19140

BEING tax parcel # 49 1 135300

BEING the same premises, which Leon Brown, by Deed and Lien of Foreclosure, dated 4/19/2004 and recorded 2/8/2005 in Philadelphia County in Document # 51114298, granted and conveyed to M. C. A. Capital, Inc. (a Pennsylvania Corporation, in fee.

BEING the same premises, which M. C. A. Capital, Inc., by Deed dated 3/2/2005 recorded 3/8/2005 in Philadelphia County in Document ID # 51130899 granted and conveyed to Robert L. Bailey, in fee.

BEING the same premises, which Robert L. Bailey, by Deed dated 1/2/2007 and recorded 1/17/2007 in Philadelphia County in Document ID # 51613366 granted and conveyed to Frank T. Witherspoon, Jr., in fee.